

*The City of Howard Lake strives to build upon its good neighbor traditions –
A welcoming community for all, supported by vibrant and engaged businesses and community organizations, involved
citizens, and diverse amenities that provide a well-rounded quality of life.*

TENTATIVE AGENDA
November 18, 2024 – 7:00 pm

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA
Any additions, deletions, modifications to the agenda will be done at this time.
- D. COUNCIL MEETING MINUTES
 - a. Consider Approving Minutes from the September 16, 2024 Regular Council Meeting, the October 21, 2024 Regular Council Meeting and the work session and the Special Council Meeting on November 7, 2024.
- E. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS
- F. CITIZEN INPUT
- G. COUNCIL/COMMITTEE REPORT
- H. DEPARTMENT REPORTS
- I. CONSENT AGENDA
 - a. Consider Accepting all Reports & Payment of Claims.
 - b. Consider Various Personnel Appointments.
 - c. Consider Approving Resolution 24-14 Certifying Delinquent Fees and Charges to Property Taxes.
 - d. Consider Approving Use of City Property and Providing Police for Turkey Tag Along.
 - e. Consider Approving Business Licenses for 2025.
- J. NEW BUSINESS
 - a. Consider Resolution Approving Plans and Cost Share Agreement for 2025 MNDOT US12 Project.
- K. OLD BUSINESS
- L. ADMINISTRATOR'S REPORT
- M. ADJOURN

A workshop of the full city council will follow the regular city council meeting



CITY OF HOWARD LAKE

Nicholas A. Haggemiller, City Administrator

625 8TH Avenue - PO Box 736 - Howard Lake, MN 55349

Phone: 320-543-3670 | cityadmin@howard-lake.mn.us | www.howard-lake.mn.us

HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

September 16, 2024

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman
Allan Munson
Jason Deiter
Gene Gilbert
Tom Kutz

COUNCIL ABSENT

STAFF PRESENT

Nick Haggemiller, City Administrator

ALSO PRESENT

CALL TO ORDER

Mayor Zimmerman called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

APPROVAL OF AGENDA

Council Member Kutz moved to approve the Agenda. The motion was seconded by Council Member Deiter and passed unanimously.

APPROVAL OF MINUTES

Council Member Kutz moved to approve the minutes from the August 19, 2024 Council Meeting. The motion was seconded by Council Member Munson and passed unanimously.

PUBLIC HEARING/PRESENTATION

William Nibbe, Candidate for Wright County Commissioner District 5

Nibbe introduced himself to the Council. He has lived in Marysville township since 1997 and him and his wife have five kids. He shared that he is running for County Commissioner because he and his wife read a book earlier this year that shared how important it is for people to be involved in local politics.

CITIZEN INPUT

Neil Wikoff, lives in Howard Lake and owner of The Vintage Exchange, addressed the Council related to the proposed rental fees for Block 18. He shared that he does not feel it is fair to charge for the use of community events.

George Holmquist lives on 5th Ave and he and his family are new to town. He wanted to express his support for Neil and other small businesses.

Susan Willard, Montrose resident, Hutchinson business owner and vendor at the Vintage Exchange. She stated that the City of Hutchinson does not charge them to use public space to hold public events. She feels that the City is targeting the Vintage Exchange and she stated that the City and the Council are unwilling to approve their events.

Mayor Zimmerman stated that that is an untrue statement.

Councilmember Gilbert shared that she is very proud of what Howard Lake looks like now and recognizes that businesses are struggling and we want to work with everyone.

Gerry Smith, Howard Lake Business Owner, believes there is a communication problem and that he does believe that the Council and Staff are trying to make things fair for everyone. He would like to see a tiered fee schedule or lower rate for in-town residents or businesses.

Randy Willard, Montrose resident, Hutchinson business owner and vendor at the Vintage Exchange, he understands what the City is trying to accomplish. He thinks the rental fees he has heard are just too high. He doesn't like seeing all the empty storefronts. He believes the Vintage Exchange Flea Market brings in business throughout Howard Lake.

Mayor Zimmerman stated that he understands that the perception is that these fees "targeted" the Vintage Exchange. He explained that the fee came up after staff compiled a list of City spaces that are used for events that are not "City" events. The use of other spaces have a rental fees tied to them.

PUBLIC HEARING/PRESENTATION

Howard Lake Water Quality Study Presentation

Josh Halvorson addressed the Council and introduced his colleague Paul to present a power point related to the Water Quality Study that was completed for Howard Lake.

COUNCIL/COMMITTEE REPORT

None.

DEPARTMENT REPORTS

None.

CONSENT AGENDA

- a. Consider Accepting all Reports & Payment of Claims
- b. Consider Clean Up Day Dates and Fees
- c. Consider Approving JPA with the BCA for Prosecuting Attorney and Data Services Subscriber Amendment to CJDN
- d. Consider Approving Lease for Election Equipment with Wright County

Councilmember Kutz moved to approve the items in the Consent Agenda. The motion was seconded by Councilmember Deiter and passed unanimously.

NEW BUSINESS

- a. **Consider Resolution 24-12 Approving Preliminary General Fund Budget and Levy for 2025.**

Ashley Feldewerd, ABDO, presented a power point with information related to the preliminary general fund budget.

Councilmember Deiter moved to approve Resolution 24-12 Approving Preliminary General Fund Budget and Levy for 2025. The motion was seconded by Councilmember Kutz and passed unanimously.

OLD BUSINESS

None.

ADMINISTRATORS REPORT

None.

ADJOURN

Council Member Kutz moved to adjourn the meeting at 8:30 pm. The motion was seconded by Council Member Munson and passed unanimously.

Attest – City Administrator/Clerk

Mayor



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HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

October 21, 2024

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman

Jason Deiter

Gene Gilbert

Tom Kutz

COUNCIL ABSENT

Allan Munson

STAFF PRESENT

Nick Haggemiller, City Administrator

Meagan Theisen, Assistant City Administrator

ALSO PRESENT

CALL TO ORDER

Mayor Zimmerman called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

APPROVAL OF AGENDA

Council Member Kutz moved to approve the Agenda. The motion was seconded by Council Member Gilbert and passed unanimously.

APPROVAL OF MINUTES

No minutes to approve.

PUBLIC HEARING/PRESENTATION

None.

CITIZEN INPUT

None.

COUNCIL/COMMITTEE REPORT

None.

DEPARTMENT REPORTS

a. Howard Lake Wine and Spirits & South Shore Event Center

Haggemiller reviewed the information provided in the Howard Lake Wine and Spirits financial updates.

CONSENT AGENDA

- a. **Consider Accepting all Reports & Payment of Claims**
- b. **Consider Appointing Election Judges for General Election**

Councilmember Deiter moved to approve the items in the Consent Agenda. The motion was seconded by Councilmember Kutz and passed unanimously.

NEW BUSINESS

- a. **Consider Appointment of Eric Stoll as Howard Lake Fire Chief**

Haggenmiller, Councilmember Deiter and Councilmember Kutz expressed that the interview with Eric Stoll went well and that he is a great fit for the Chief position.

Councilmember Kutz moved to appoint Eric Stoll as the Howard Lake Fire Chief. The motion was seconded by Councilmember Gilbert and passed unanimously.

- b. **Consider Approval of MOU with Wright County for Engineering Study**

Haggenmiller reviewed the staff report, sharing that an engineering study for County Road 6 to explore options to reduce vehicles hitting the BNSF bridge.

Council would like to move forward with the study to explore options to improve this area.

Councilmember Deiter moved to approve the Engineering Study with Wright County. The motion was seconded by Councilmember Kutz and passed unanimously.

- c. **Consider City Personnel Policy Modifications**

Haggenmiller reviewed the staff report, related to part time employees and nepotism. Council would like to see the probation period for casual employees to be increased to a year.

Councilmember Kutz moved to approve the Personnel Policy Modifications. The motion was seconded by Council Member Gilbert and passed unanimously.

OLD BUSINESS

None.

ADMINISTRATORS REPORT

Haggenmiller reminded the Council and audience about the Library Dedication on Monday, October 28 at 6:00 pm.

ADJOURN

Council Member Kutz moved to adjourn the meeting at 7:20 pm. The motion was seconded by Council Member Deiter and passed unanimously.

Attest – City Administrator/Clerk

Mayor



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HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

October 21, 2024

WORKSESSION MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman

Jason Deiter

Gene Gilbert

Tom Kutz

COUNCIL ABSENT

Allan Munson

STAFF PRESENT

Nick Haggemiller, City Administrator

Meagan Theisen, Assistant City Administrator

CALL TO ORDER

Mayor Zimmerman called the meeting to order at 7:21 p.m.

Council reviewed and discussed – Legal Updates, Grocery Store Updates, and Public Works/Compost/Fire Department Facility needs.

Adjourn at 8:32 p.m.

Attest – City Administrator/Clerk

Mayor



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HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

October 21, 2024

WORKSESSION MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman

Jason Deiter

Gene Gilbert

Tom Kutz

COUNCIL ABSENT

Allan Munson

STAFF PRESENT

Nick Haggenmiller, City Administrator

Meagan Theisen, Assistant City Administrator

CALL TO ORDER

Mayor Zimmerman called the meeting to order at 7:21 p.m.

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Adjourn at 8:32 p.m.

Attest – City Administrator/Clerk

Mayor



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HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

November 7, 2024

SPECIAL MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman

Allan Munson

Jason Deiter

Gene Gilbert

Tom Kutz

COUNCIL ABSENT

STAFF PRESENT

Nick Haggenmiller, City Administrator

ALSO PRESENT

CALL TO ORDER

Mayor Zimmerman called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

APPROVAL OF AGENDA

Council Member Kutz moved to approve the Agenda. The motion was seconded by Council Member Deiter and passed unanimously.

CONSENT AGENDA

None.

NEW BUSINESS

- a. Consider Canvassing 2024 General Election Results
Haggenmiller reviewed the results of the 2024 General Election.

Council Member Kutz move to accept the results of the 2024 General Election. The motion was seconded by Council Member Munson and passed unanimously.

- b. Consider Approval of Lease Revenue Refunding Series 2024
Discussed at the EDA Meeting prior to this meeting

Council Member Deiter moved to approve the Lease Revenue Refunding Series 2024. The motion was seconded by Council Member Gilbert and passed unanimously.

- c. Consider Resolution 24-13 Authorizing Execution of Lease and Assignment of Rent
Discussed at the EDA Meeting prior to this meeting

Council Member Kutz moved to approve Resolution 24-13 Authorizing Execution of Lease and Assignment of Rent. The motion was seconded by Council Member Gilbert and passed unanimously.

- d. Consider Approval of Assignment of Leases and Rent Agreement
Discussed at the EDA Meeting prior to this meeting

Council Member Kutz moved to approve the assignment of Lease and Rent Agreement. The motion was seconded by Council Member Munson and passed unanimously.

- e. Consider Memorandum of Lease 2024A Bond
Discussed at the EDA Meeting prior to this meeting

Council Member Deiter moved to approve Memorandum of Lease 2024A Bond. The motion was seconded by Council Member Kutz and passed unanimously.

- f. Consider Lease Option to Purchase Agreement
Discussed at the EDA Meeting prior to this meeting

Council Member Kutz moved to approve the Lease Option to Purchase Agreement. The motion was seconded by Council Member Munson and passed unanimously.

OLD BUSINESS

None.

ADMINISTRATORS REPORT

None.

ADJOURN

Council Member Kutz moved to adjourn the meeting at 8:30 pm. The motion was seconded by Council Member Munson and passed unanimously.

Attest – City Administrator/Clerk

Mayor

CITY OF HOWARD LAKE

CLAIMS & DONATIONS APPROVED

DATE - NOVEMBER 18, 2024

GENERAL FUND	CHECKS: 63416 - 63555	\$251,413.37
PAYROLL	27626-27638, 503717-503787	\$115,954.32
ELECTRONIC	1811-1821	\$66,565.16
TOTAL		\$433,932.85

AMBULANCE CLMS	CHECKS: 6133-6142	\$5,452.21
ELECTRONIC		
TOTAL		\$5,452.21

PLEASE NOTE: THE OCTOBER 18TH PAYROLL APPEARS ON THIS REPORT, HOWEVER, IT WAS INCLUDED IN THE OCTOBER COUNCIL MEETING. THE AMOUNTS ABOVE DO NOT REFLECT THESE PAYMENTS. IT IS REDUCED BY \$31,436.94

CITY OF HOWARD LAKE

*Check Summary Register©

Checks 10/17/24-11/17/24

Name	Check Date	Check Amt	
1010 CITIZEN ALLIANCE			
1811e	CITY OF BUFFALO	10/18/2024	\$60.00 ACCT# 26-022950-00
1812e	THE LINCOLN NATIONAL LIFE IN	10/18/2024	\$1,298.76
1813e	CUSTOMERS	10/29/2024	\$282.37 Pumpkins
1814e	INTERNAL REVENUE SERVICE	10/30/2024	\$9,317.05
1815e	MN DEPT OF REVENUE	10/30/2024	\$1,890.86
1816e	PERA	10/30/2024	\$8,541.97
1817e	LEAP-WEX	10/30/2024	\$1,035.08
1818e	INTERNAL REVENUE SERVICE	11/13/2024	\$29,247.24
1819e	MN DEPT OF REVENUE	11/13/2024	\$5,302.04
1820e	PERA	11/13/2024	\$8,554.71
1821e	LEAP-WEX	11/13/2024	\$1,035.08
27625	GOEPFERT, THOMAS	10/18/2024	\$129.61
27626	GOEPFERT, THOMAS	11/1/2024	\$268.33
27627	ROKOLA, MARQUESE W	11/1/2024	\$127.42
27628	BONNICK, STEVEN	11/1/2024	\$792.41
27629	GOEPFERT, THOMAS	11/15/2024	\$36.46
27630	ARNOLD, KAYLA	11/15/2024	\$162.33
27631	DICKENS, CHRISTENA M	11/15/2024	\$631.64
27632	DRUSCH, JACOB D	11/15/2024	\$2,522.42
27633	DRUSCH, KAREN	11/15/2024	\$16,858.81
27634	ELMER, DANIEL J	11/15/2024	\$1,447.05
27635	MAGES, ALEX	11/15/2024	\$2,059.17
27636	PETERSON, JEREMY	11/15/2024	\$587.03
27637	ROKOLA, MARQUESE W	11/15/2024	\$867.66
27638	STOLL, ERIC	11/15/2024	\$4,262.74
63416	BKV GROUP	10/17/2024	\$1,617.00 Additional CA Services for HL Library
63417	PLUNKETT'S PEST CONTROL	10/17/2024	\$81.36 Invoice #8690158 733 6th St
63418	ROERS AND SONS WELDING AN	10/17/2024	\$950.00 Library Book Cart and Material
63419	WASTEWATER COMMISSION	10/17/2024	\$26,000.00 SAC FEES for HL Library
63420	Z Systems	10/17/2024	\$12,333.55 Cameras, microphone and system for library co
63421	AMAZON CAPITAL SERVICES	10/25/2024	\$140.87 Candy for Trick or Treat Street Event
63422	BELLBOY CORPORATION	10/25/2024	\$1,196.26 Misc can cooler items, olives & pickles
63423	BREAKTHRU BEVERAGE	10/25/2024	\$1,491.95 Misc liquors
63424	CAPITOL BEVERAGE SALES	10/25/2024	\$915.56 Keg Credit
63425	CENTERPOINT ENERGY	10/25/2024	\$260.92 Acct #8000016347-9
63426	CINTAS	10/25/2024	\$141.40 Acct #12854181 SSEC
63427	COKATO PARTS CITY	10/25/2024	\$97.10 Direct Fit Conv
63428	DAHLHEIMER BEVERAGE GREE	10/25/2024	\$6,159.80 Misc beer products
63429	DANGEROUS MAN BREWING CO	10/25/2024	\$189.00 Variety of beers
63430	DRIVER & VEHICLE SERVICES DI	10/25/2024	\$0.00 License Plates for PD
63431	EARTHLINK INC	10/25/2024	\$18.26 Fire Hall Service
63432	HAWKINS, INC	10/25/2024	\$1,984.65 Chemicals and Freight charges
63433	JOHNSON BROTHERS LIQUOR C	10/25/2024	\$785.22 Delivery charge for Sauv Blanc-Invoice 263401
63434	JP BROOKS	10/25/2024	\$1,800.00 Driveway Escrow for 216 Terning Way
63435	KAMSTRUP WATER METERING	10/25/2024	\$2,173.49 READY Software License Oct 24-Oct 25
63436	MENARDS-BUFFALO	10/25/2024	\$289.88 Water for City Hall
63437	MUMFORD SANITATION	10/25/2024	\$12,142.41 COMPOST LEASE
63438	NCPERS GROUP LIFE INS	10/25/2024	\$48.00 November Premiums
63439	NELSON ELECTRIC MOTOR REP	10/25/2024	\$501.00 Lift #11 Field Labor and Seal
63440	PAUMEN COMPUTER SERVICES,	10/25/2024	\$5,108.02 Network Config, SonicWall, Email, Tickets
63441	PHILLIPS WINE & SPIRITS	10/25/2024	\$327.71 Phillips Blackberry and Peppermint
63442	SECURITY BANK & TRUST	10/25/2024	\$14,493.83 Interest on loan #407241
63443	THE HOME CITY ICE COMPANY	10/25/2024	\$625.79 Bagged Ice
63444	THEIN WELL	10/25/2024	\$315.00 Annual inspection of pumps and wells

CITY OF HOWARD LAKE

***Check Summary Register©**

Checks 10/17/24-11/17/24

Name	Check Date	Check Amt	
63445	TIMMYS PUB CLUB, LLC	10/25/2024	\$80.00 Tap/Line cleaning at SSEC
63446	VIKING COCA-COLA	10/25/2024	\$294.40 Pop for HLWS
63447	VISA	10/25/2024	\$1,403.76 Subscription for Amazon Music
63448	VITAL SIGNS	10/25/2024	\$465.00 Signs for pickleball court
63449	WASTEWATER COMMISSION	10/25/2024	\$3,500.00 SAC fees for 128 Tarning Way
63450	WRIGHT HENNEPIN ELECTRIC	10/25/2024	\$15,568.00 ELECTRIC
63451	DESIGN ELECTRICAL CONTRAC	10/25/2024	\$797.63 Brandon Pelzer Foreman Project Rate
63452	THE PINSKE EDGE	10/25/2024	\$600.00 Drill Grommet Holes in existing tops
63453	DRIVER & VEHICLE SERVICES DI	10/28/2024	\$25.75 License Plates for PD
63454	DRIVER & VEHICLE SERVICES DI	10/28/2024	\$18.00 License Plate for Police Dept
63455	HOMOLA, TOMMY	10/31/2024	\$900.00 Was Ck#63332
63456	ABDO FINANCIAL SOLUTIONS	10/31/2024	\$102.00 Client response about Venmo tips
63457	AMAZON CAPITAL SERVICES	10/31/2024	\$229.08 CRAFTSMAN Air Compressor
63458	B & E RECYCLING	10/31/2024	\$445.20 Fall Clean Up Days Electronics Disposal
63459	BREAKTHRU BEVERAGE	10/31/2024	\$359.78 TAAKA VODKA
63460	CAPITOL BEVERAGE SALES	10/31/2024	\$4,377.35 MISC beer
63461	CINTAS	10/31/2024	\$22.13 SSEC Store Payer #12857119
63462	COKATO MOTOR SALES, INC	10/31/2024	\$1,058.66 Repair brakes in 2015 GMC Sierra
63463	COKATO PARTS CITY	10/31/2024	\$54.99 SAE 15W40 2.5G
63464	CR ELECTRIC	10/31/2024	\$1,917.71 Lighting and Fan Repairs and Labor
63465	DAHLHEIMER BEVERAGE GREE	10/31/2024	\$4,841.37 Credit on Product
63466	DRUSCH PLUMBING AND HEATI	10/31/2024	\$624.56 Replace toilet pressure tanks
63467	NICK HAGGENMILLER	10/31/2024	\$216.37 Meal reimbursement
63468	HLWW THEATRE ART BOOSTER	10/31/2024	\$50.00 Cocktails for a Cause Murder Mystery Dinner
63469	IUOE LOCAL 49 FRINGE BENEFI	10/31/2024	\$48.00 October Dues
63470	JOHNSON BROTHERS LIQUOR C	10/31/2024	\$1,941.77 Rondiaz and Elvis Midnight Snack
63471	JOHNSON, JACOB	10/31/2024	\$320.98 Mileage to and from DARE training
63472	MYRA LAWAY	10/31/2024	\$98.15 Drink Garnishes for event center
63473	MEDIACOM LLC	10/31/2024	\$156.90 Account Number 83849231600090330
63474	NORTH FORK CUSTOM MEATS L	10/31/2024	\$15.57 Snack Sticks for market
63475	PAUSTIS WINE COMPANY	10/31/2024	\$189.00 Winehaven Rhubarb, Pandora's Box
63476	PHILLIPS WINE & SPIRITS	10/31/2024	\$823.93 Delas Cot Du Rhone
63477	ROERS AND SONS WELDING AN	10/31/2024	\$456.00 Street sweeper exhaust repair
63478	SOUTHERN GLAZER WINE & SPI	10/31/2024	\$1,557.85 MISC Liquors
63479	TEAM LABORATORY CHEMICAL	10/31/2024	\$1,002.50 Fine road patch 50 bags
63480	VERIZON	10/31/2024	\$120.03
63481	VINOCOPIA, INC	10/31/2024	\$422.00 Dashfire
63482	VISA	10/31/2024	\$358.93 Fire Dept Equipment
63483	WASTEWATER COMMISSION	10/31/2024	\$50,547.89 Total City WWTP Discharge
63484	WSB	10/31/2024	\$3,839.00 Meeting billed Sept 1-Sept 30th
63485	ABDO FINANCIAL SOLUTIONS	11/8/2024	\$7,917.34 Professional financial services Nov
63486	ADVANCED POWER SERVICES, I	11/8/2024	\$350.00 Service call HS Lift Station
63487	AMAZON CAPITAL SERVICES	11/8/2024	\$44.64 Office Snack Pack
63488	AXON ENTERPRISE INC	11/8/2024	\$866.00 PD Training Cartridges
63489	BELLBOY CORPORATION	11/8/2024	\$1,516.24 Misc Liquors
63490	BOBROWSKE KEITH	11/8/2024	\$65.00 November Monthly Stipend
63491	BREAKTHRU BEVERAGE	11/8/2024	\$5,592.07 Misc Liquors
63492	BUREAU OF CRIM APPREHENS	11/8/2024	\$600.00 CJDN Access Fee BCA
63493	C & C EMBROIDERY	11/8/2024	\$50.00 Embroidery
63494	CAPITOL BEVERAGE SALES	11/8/2024	\$364.45 Credit on Beer Products
63495	CENTERPOINT ENERGY	11/8/2024	\$259.93 625 8th Ave Acct #5961454-5
63496	CENTURYLINK	11/8/2024	\$658.15 Acct # 313493414 Elevator phone
63497	COKATO MOTOR SALES, INC	11/8/2024	\$1,141.27 AC Repair on 2020 PD Tahoe
63498	COKATO PARTS CITY	11/8/2024	\$70.10 Invoices 872359, 872435 and 872870
63499	COMPASS PEER GROUPS LLC	11/8/2024	\$1,600.00 2025 Annual Membership

CITY OF HOWARD LAKE

***Check Summary Register©**

Checks 10/17/24-11/17/24

Name	Check Date	Check Amt	
63500	DAHLHEIMER BEVERAGE GREE	11/8/2024	\$6,344.24 Credit on keg deposit
63501	DRAIN PROS	11/8/2024	\$415.00 Repair on city hall sewer line
63502	EMERGENCY AUTOMOTIVE	11/8/2024	\$727.80 Equipment for New Police Squad
63503	GOPHER STATE ONE-CALL, INC	11/8/2024	\$66.15 Fax Tickets for October
63504	NICK HAGGENMILLER	11/8/2024	\$365.00 Cell Allowance
63505	HERALD JOURNAL PUBLISHING	11/8/2024	\$155.40 Ordinance Amendment 22-03
63506	HL PIT STOP	11/8/2024	\$550.00 Fuel for PD October 2024
63507	JOE'S SPORT SHOP	11/8/2024	\$1,158.45 Fire Dept fuel slip 968616
63508	MYRA LAWAY	11/8/2024	\$65.00 Cell Allowance
63509	MARCO TECHNOLOGIES LLC	11/8/2024	\$582.57 City Hall Phone
63510	DEBRA MCALPINE	11/8/2024	\$65.00 Car Allowance
63511	JARED MERGES	11/8/2024	\$65.00 Cell Allowance
63512	NAPA AUTO PARTS COKATO	11/8/2024	\$226.46 Eraser Wheel Inv
63513	NELSON ELECTRIC MOTOR REP	11/8/2024	\$150.00 Memorial Park Lift
63514	JIM OTTENSTROER	11/8/2024	\$65.00 Cell Allowance
63515	PHILLIPS WINE & SPIRITS	11/8/2024	\$66.87 Delivery Charge
63516	PLUNKETT'S PEST CONTROL	11/8/2024	\$301.48 Acct #846104
63517	CLAYTON PRESTIDGE	11/8/2024	\$65.00 Cell Allowance
63518	REEDS AND RUSHES	11/8/2024	\$923.26 Gratuities for October Events
63519	SOUTHERN GLAZER WINE & SPI	11/8/2024	\$800.23 Patron
63520	STREICHER'S	11/8/2024	\$69.96 ID Patches
63521	THEISEN, MEAGAN	11/8/2024	\$215.00 Cell Allowance
63522	TNT COMMUNICATIONS MN LLC	11/8/2024	\$210.00 Testing & Repair Network Bridge to Library
63523	US BANK	11/8/2024	\$550.00 Tax Increment BDS 2019A
63524	VERIZON CONNECT NWF, INC	11/8/2024	\$147.53
63525	VIKING COCA-COLA	11/8/2024	\$666.15 HLWS Products
63526	XCEL ENERGY	11/8/2024	\$8,011.51 Acct # 51-6197060-3
63527	BIRCHDALE FIRE & SECURITY, L	11/15/2024	\$149.01 Monitoring and Technology Surcharge
63528	BREAKTHRU BEVERAGE	11/15/2024	\$2,388.85 Fireball, Southern Comfort, Monaco
63529	COMMERCIAL RECREATION SPE	11/15/2024	\$600.00 Winterizing splash pad
63530	DEFIANT DISTRIBUTORS	11/15/2024	\$266.00 Stearns Old Fashioned
63531	EMERGENCY AUTOMOTIVE	11/15/2024	\$118.38 New Squad Equipment
63532	EZ DOCK & LIFT LLC	11/15/2024	\$172.00 Fall Dock Removal
63533	FINKEN WATER CENTERS	11/15/2024	\$20.00 Hot & Cold Cooler Rental 625 8th Ave
63534	HAWKINS, INC	11/15/2024	\$3,306.52 Chemicals
63535	INTL UNION OF OPERATING EN	11/15/2024	\$105.00 December Dues
63536	JOHNSON BROTHERS LIQUOR C	11/15/2024	\$217.46 Coppola Diam Pinot Noir
63537	KWIK TRIP INC.	11/15/2024	\$296.38 Fuel for PD October
63538	MARCO	11/15/2024	\$435.99 Agreement # 018-1631326-002
63539	MEDIACOM LLC	11/15/2024	\$306.17 Account # 8383923160002500
63540	MN VALLEY TESTING LAB, INC	11/15/2024	\$52.75 Coliform and Pick up charge
63541	NCPERS GROUP LIFE INS	11/15/2024	\$48.00 December Premiums
63542	JIM OTTENSTROER	11/15/2024	\$67.34 Reimbursement
63543	PHILLIPS WINE & SPIRITS	11/15/2024	\$4,138.31 O Reilly's Irish Cream
63544	SOUTHERN GLAZER WINE & SPI	11/15/2024	\$358.26 Black Velvet
63545	DAREK SZCZEPANIK	11/15/2024	\$95.51 Reimbursement for new squad materials
63546	THEISEN, MEAGAN	11/15/2024	\$27.97 Reimbursement for Election Day Snacks
63547	TIMMYS PUB CLUB, LLC	11/15/2024	\$80.00 Line Cleaning at SSEC & Reeds
63548	T-MOBILE	11/15/2024	\$342.98 Account #973663744
63549	TRILOGY PROPERTIES	11/15/2024	\$352.86 Reimbursement for overpayment
63550	VAUGHN, LEANEL	11/15/2024	\$230.67 Overpayment on utility bill
63551	VINOCOPIA, INC	11/15/2024	\$344.50 Hardys Whiskers
63552	WRIGHT COUNTY RECORDER	11/15/2024	\$92.00 Resolution Charges
63553	HOWARD LAKE TIRE & AUTO	11/15/2024	\$257.94 Oil Change on the 2002 Chev C7500 Kodiak
63554	JUNCTION TOWING & AUTO REP	11/15/2024	\$156.00 Dealer Tow for Chev 2500

CITY OF HOWARD LAKE

***Check Summary Register©**

Checks 10/17/24-11/17/24

Name	Check Date	Check Amt	
63555	MN STATE FIRE DEPT ASSN	11/15/2024	\$225.00 2025 MSFDA Membership dues
503686e	CARGILL, ZACHARY C	10/18/2024	\$363.84
503687e	HAGGENMILLER, NICHOLAS A	10/18/2024	\$4,160.15
503688e	MERGES, JARED M	10/18/2024	\$2,249.09
503689e	REMER, TANYA M	10/18/2024	\$1,598.12
503690e	THEISEN, MEAGAN	10/18/2024	\$2,235.94
503691e	ZANDER, SHARI	10/18/2024	\$820.08
503692e	OTTENSTROER, JAMES D	10/18/2024	\$1,825.80
503693e	PRESTIDGE, CLAYTON P	10/18/2024	\$1,654.44
503694e	KITTOCK, NICOLE D	10/18/2024	\$170.41
503695e	BORRELL, JENNIFER M	10/18/2024	\$32.53
503696e	DAHL, LORI	10/18/2024	\$173.93
503697e	GROW, SAMANTHA L.	10/18/2024	\$179.11
503698e	HORSTMANN, REBECCA A	10/18/2024	\$229.66
503699e	JENSEN, EMMA	10/18/2024	\$25.30
503700e	JENSEN, LUCAS	10/18/2024	\$25.30
503701e	KOOSMAN, BRADLY S	10/18/2024	\$109.56
503702e	KOOSMAN, HOPE A	10/18/2024	\$153.85
503703e	LAWAY, MYRA	10/18/2024	\$2,272.26
503704e	MAGES, LAURA A	10/18/2024	\$212.94
503705e	MCALPINE, DEBRA-ANN	10/18/2024	\$1,369.12
503706e	MILLER, EDWARD M	10/18/2024	\$396.82
503707e	SOTHAN, LAURIN B	10/18/2024	\$395.45
503708e	VIRNALA, TASIA, R	10/18/2024	\$447.17
503709e	CHAFFINS, GORDON	10/18/2024	\$273.03
503710e	HARTNECK, BEAU P.	10/18/2024	\$273.54
503711e	HARTNECK, SEAN M.	10/18/2024	\$897.64
503712e	JOHNSON, JACOB D	10/18/2024	\$2,091.13
503713e	PREUSSE, MITCHELL D	10/18/2024	\$322.63
503714e	SZCZEPANIK, DARIUSZ J	10/18/2024	\$2,438.62
503715e	THOMPSON, DAVID G	10/18/2024	\$2,848.02
503716e	THOMPSON, KYLE	10/18/2024	\$1,061.85
503717e	CARGILL, ZACHARY C	11/1/2024	\$311.83
503718e	HAGGENMILLER, NICHOLAS A	11/1/2024	\$4,160.15
503719e	MERGES, JARED M	11/1/2024	\$2,257.79
503720e	REMER, TANYA M	11/1/2024	\$1,575.34
503721e	THEISEN, MEAGAN	11/1/2024	\$2,235.94
503722e	ZANDER, SHARI	11/1/2024	\$784.96
503723e	OTTENSTROER, JAMES D	11/1/2024	\$1,766.75
503724e	PRESTIDGE, CLAYTON P	11/1/2024	\$1,654.44
503725e	BORRELL, JOSHUA K	11/1/2024	\$138.22
503726e	DAHL, LORI	11/1/2024	\$248.17
503727e	GROW, SAMANTHA L.	11/1/2024	\$222.24
503728e	HORSTMANN, REBECCA A	11/1/2024	\$410.73
503729e	JENSEN, LUCAS	11/1/2024	\$141.38
503730e	KOOSMAN, HOPE A	11/1/2024	\$392.78
503731e	LAWAY, MYRA	11/1/2024	\$2,316.32
503732e	MAGES, LAURA A	11/1/2024	\$56.95
503733e	MCALPINE, DEBRA-ANN	11/1/2024	\$1,391.82
503734e	MILLER, EDWARD M	11/1/2024	\$430.17
503735e	MONSON, ALYSHA	11/1/2024	\$339.00
503736e	MONSON, BRENNAN	11/1/2024	\$480.38
503737e	SOTHAN, LAURIN B	11/1/2024	\$427.09
503738e	VIRNALA, TASIA, R	11/1/2024	\$600.52
503739e	CHAFFINS, GORDON	11/1/2024	\$432.30

CITY OF HOWARD LAKE

***Check Summary Register©**

Checks 10/17/24-11/17/24

Name	Check Date	Check Amt	
503740e	HARTNECK, BEAU P.	11/1/2024	\$42.44
503741e	HARTNECK, SEAN M.	11/1/2024	\$92.44
503742e	JOHNSON, JACOB D	11/1/2024	\$2,091.13
503743e	PREUSSE, MITCHELL D	11/1/2024	\$1,520.86
503744e	SZCZEPANIK, DARIUSZ J	11/1/2024	\$2,473.50
503745e	THOMPSON, DAVID G	11/1/2024	\$2,848.02
503746e	THOMPSON, KYLE	11/1/2024	\$407.08
503747e	CARGILL, ZACHARY C	11/15/2024	\$571.88
503748e	HAGGENMILLER, NICHOLAS A	11/15/2024	\$4,160.15
503749e	HALL, JUSTIN D	11/15/2024	\$346.66
503750e	MERGES, JARED M	11/15/2024	\$2,178.38
503751e	REMER, TANYA M	11/15/2024	\$1,583.07
503752e	THEISEN, MEAGAN	11/15/2024	\$2,235.94
503753e	ZANDER, SHARI	11/15/2024	\$790.81
503754e	OTTENSTROER, JAMES D	11/15/2024	\$1,839.05
503755e	PRESTIDGE, CLAYTON P	11/15/2024	\$1,715.88
503756e	BERG, TIMOTHY W	11/15/2024	\$295.52
503757e	BOBROWSKE, KEITH	11/15/2024	\$6,942.76
503758e	BRAVINDER, SETH Z	11/15/2024	\$886.56
503759e	DALBEC, JOSHUA S	11/15/2024	\$183.21
503760e	DALBEC, MATTHEW R	11/15/2024	\$328.77
503761e	DRUSCH, ZACHARY R.	11/15/2024	\$1,693.98
503762e	IMHOLTE, SOPHIA C	11/15/2024	\$231.93
503763e	KITTOCK, BRIAN	11/15/2024	\$2,007.85
503764e	KITTOCK, NICOLE D	11/15/2024	\$1,157.76
503765e	LOEBERTMANN, AMANDA G	11/15/2024	\$3,697.99
503766e	LOEBERTMANN, CRAIG	11/15/2024	\$1,081.92
503767e	PETERSON, DAVID T	11/15/2024	\$2,591.34
503768e	SMITH, DANIEL B	11/15/2024	\$263.26
503769e	STUEVEN, MARK J	11/15/2024	\$947.51
503770e	WIECH, KYLE	11/15/2024	\$432.04
503771e	BORRELL, JENNIFER M	11/15/2024	\$140.51
503772e	BORRELL, JOSHUA K	11/15/2024	\$140.51
503773e	DAHL, LORI	11/15/2024	\$147.11
503774e	JENSEN, EMMA	11/15/2024	\$140.51
503775e	JENSEN, LUCAS	11/15/2024	\$140.51
503776e	LAWAY, MYRA	11/15/2024	\$2,205.46
503777e	MCALPINE, DEBRA-ANN	11/15/2024	\$1,356.31
503778e	MILLER, EDWARD M	11/15/2024	\$344.01
503779e	SOTHAN, LAURIN B	11/15/2024	\$487.19
503780e	VIRNALA, TASIA, R	11/15/2024	\$435.43
503781e	CHAFFINS, GORDON	11/15/2024	\$136.53
503782e	HARTNECK, SEAN M.	11/15/2024	\$323.54
503783e	JOHNSON, JACOB D	11/15/2024	\$2,091.13
503784e	PREUSSE, MITCHELL D	11/15/2024	\$330.69
503785e	SZCZEPANIK, DARIUSZ J	11/15/2024	\$2,473.66
503786e	THOMPSON, DAVID G	11/15/2024	\$2,848.02
503787e	THOMPSON, KYLE	11/15/2024	\$1,174.77
Total Checks			\$465,369.79

CITY OF HOWARD LAKE

11/18/24 7:36 AM

Page 1

*Check Summary Register©

Checks 10/17/24-11/17/24

Name	Check Date	Check Amt	
1012 CAB - AMBULANCE			
6133 U.S. POSTAL SERVICE	10/17/2024	\$146.00	Stamps for Ambulance Billing
6134 VISA	10/31/2024	\$21.46	Adobe Subscription
6135 ALLINA HEALTH EMS	11/15/2024	\$200.00	Services on 09/12/2024
6136 CENTRAL MCGOWAN, INC	11/15/2024	\$42.12	Medical Cylinder Rental
6137 CITY OF HOWARD LAKE	11/15/2024	\$2,025.00	October Ambulance Pay
6138 EAC SUBMISSIONS	11/15/2024	\$47.10	Claims for April-Sept 2024
6139 JERRY'S TRANSMISSIONS SERV	11/15/2024	\$216.00	Power Load Repair 2017 FORD
6140 JOE'S SPORT SHOP	11/15/2024	\$307.14	Slip Number 968612
6141 RIDGEVIEW MEDICAL CENTER	11/15/2024	\$2,400.00	September Transports
6142 T-MOBILE	11/15/2024	\$47.39	
	Total Checks	\$5,452.21	

FILTER: [Check Date] between #10/17/24# and #11/17/24# and [Check Nbr]>0 and [Cash Act]='1012'



HOWARD LAKE CITY COUNCIL MEETING

November 18, 2024

AGENDA ITEM: Consider Accepting Various Personnel Appointments

SECTION: Consent

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: Per statute, the City Administrator appoints and the City Council confirms employment classification as part of the official record. The following individuals are submitted for approval:

Resigned – Daniel Smith | HLPD
Hired – Brennan Monson | HLWS/R&R
Hired – Alysha Monson | HLWS/R&R
Hired – Emma Jensen | HLWS/R&R
Hired – Lucas Jensen | HLWS/R&R
Hired – Andrew Schuelke | HLPD
Hired – Alic Baldwin | HLPD

DECISION MAKING METRICS:

FINANCIAL: This position is budgeted as part of the 2024 General Fund Budget.

LEGAL: All personnel appointments are contingent upon successful background check.

STRATEGIC PLAN: Deliver High Quality, Reliable Infrastructure and Public Services

COUNCIL ACTION REQUESTED: Approve appointments as presented.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

NOVEMBER 21, 2022

AGENDA ITEM: Consider Resolution 24-14 Certifying Delinquent Utility Fees and Charges to 2025 Property Taxes

SECTION: Consent

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The resolution and attached list identify properties to be assessed for delinquent utilities as outlined in Chapter 10.01 of the City Code. Utility accounts are more than 60 days past due. All property owners included on the assessment roll were sent notices and given the opportunity to pay their bill by Noon on November 18, 2024. A current list of outstanding charges is included in Exhibit A of the resolution, which will be made available at the meeting.

DECISION MAKING METRICS:

FINANCIAL: Included on Exhibit A of the attached Resolution.

LEGAL: The assessment procedure is stipulated in Chapter 10.01 of City Code.

STRATEGIC PLAN: Deliver High Quality, Reliable Infrastructure and Public Services

COUNCIL ACTION REQUESTED: Adopt Resolution 24-14 Certifying Delinquent Utility Fees and Charges to 2025 Property Taxes.

ATTACHMENTS:

1. Resolution 24-14

CITY OF HOWARD LAKE
24-14

RESOLUTION ADOPTING ASSESSMENT LIST FOR UNPAID CHARGES

WHEREAS, the City of Howard Lake has the ability to levy assessment for certain unpaid items;
and

WHEREAS, notices were sent to property owners with delinquent utilities and/or unpaid invoices,
and property owners were allowed to respond; and

WHEREAS, the properties listed in the attached Exhibit A have unpaid charges as noted.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Howard
Lake hereby assesses unpaid charges against properties as listed in Exhibit A and made a part
hereof, with an interest rate of 13% to be payable with 2025 property taxes.

PASSED AND ADOPTED this 18th day of November 2024.

Peter Zimmerman, Mayor

ATTEST:

Nicholas Haggemiller, City Administrator-Clerk



HOWARD LAKE CITY COUNCIL MEETING

NOVEMBER 18, 2024

AGENDA ITEM: Consider Use of Public Streets & Police Assistance for 16th Annual Turkey Tag-Along 5K

SECTION: Consent

FROM: Kelli Burau
Dave Thompson, Chief of Police

BACKGROUND: The 16th Annual Turkey Tag-Along is scheduled for November 28th, Thanksgiving Day around Howard Lake. Since the event requires use of city streets and assistance from the HLPD, council approval should be given for these actions. In the past, this event has been coordinated quite well and staff notes absolutely no concerns with this request.

DECISION MAKING METRICS:

FINANCIAL: N/A

LEGAL: Permitting use of city streets protects the city in terms of insurance/liability concerns that may arise.

STRATEGIC PLAN: Sustain and Enhance Community Traditions

COUNCIL ACTION REQUESTED: Approve use of city streets and assistance from HLPD for the Turkey Tag-Along 5K.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

NOVEMBER 18, 2024

AGENDA ITEM: Consider Various 2025 Business License Renewals

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The City requires permits for business operations including tobacco and liquor. The following business licenses expire 12/31/2024 and need approval for renewed licenses for 2025.

<u>Business</u>	<u>License Type</u>
American Legion Post #145	On Sale Intoxicating & Sunday Liquor Sales - \$2,200
Maria's Mexican Restaurant	On Sale Intoxicating & Sunday Liquor Sales - \$2,200
Howard Lake Wine & Spirits	On Sale Intoxicating Liquor, Off Sale Liquor - \$0
Brewed Moose - HL Pit Stop	On Sale Intoxicating Liquor & Sunday Liquor Sales - \$2,200
Troubles	On-sale Intoxicating & Sunday Liquor Sales - \$2,200
Celine Stop Inc.	Tobacco - \$50
Joe's Sport Shop	Tobacco - \$50
HL Pit Stop	Tobacco - \$50

We have not received renewal forms/payments from the following –
Howard Lake Orphans 3.2 Malt Liquor - \$200
The Lake Bowl 3.2 Malt Liquor - \$ 200

DECISION MAKING METRICS:

FINANCIAL: The proposed business license renewals would generate \$6,950 in revenue for the general fund.

LEGAL: The license renewal periods are aligned with city ordinances.

STRATEGIC PLAN: Foster a Robust Business Community and Vibrant Downtown

COUNCIL ACTION REQUESTED: Approve licenses as presented.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL

NOVEMBER 18, 2024

AGENDA ITEM: Consider Resolution Approving Plans and Cost Share Agreement for 2025 MNDOT US12 Project.

FROM: City Administrator, Nick Haggenmiller
City Engineering Team: Josh Halvorson & Josh Shields

BACKGROUND: US Highway 12 is programmed for a resurfacing and ADA compliance project in 2025. In addition to that, the City has positioned to manage adjacent improvements at the same time including reconstructing the parking lot that supports Historic City Hall and its liquor store and event center operations.

This workshop is intended to review the proposed scope of work for all the improvements as well as discuss additional impacts of the project. Council will be asked to provide feedback and direction forward to staff as we finalize various plans and cost share agreements.

Summary of 2025 work

- Resurface Hwy 12 with a new asphalt road surface from west of 13th Ave. to east of Sixth Ave.
- Reconstruct or repair concrete curbs, gutters and entrances
- Improve and update pedestrian access:
- Reconstruct segments of sidewalks and ramp approaches between 13th Ave. and Sixth Ave.
- Remove decorative pavers in full.
- Reconstruct and widen the sidewalk in a two block area in the downtown district between Ninth Ave. and Seventh Ave.
- Update pedestrian crosswalk signal systems at 8th Avenue
- Close egress at former Howard Lake Foods & East Entrance to Historic City Hall
- Replace all decorative street lights

Discussion Points

- Scope Concurrence
- Cost Consequences

HISTORIC CITY HALL PARKING LOT RECONSTRUCTION

NOTE: This is NOT up for approval with this specific council action. However, as we intend to coordinate projects, it is brought back into this agenda item to keep in mind total cost and project consequences to anticipate in 2025.

The City Council authorized the city engineer to draft concept plans for reconstructing the failing and undersized east parking lot of the facility. The council gave wide latitude to staff and consultants to form these plans with the understanding that the goal would be to establish a better physical presence around the entire site, similar to the park and ride on the north side of the block to the west. Through the design development process, much of this was ruled out due to feasibility limitations. During concept development, the City's Preliminary Engineering Report was completed and subsequently, the City has received Letter of Conditions that stipulates local terms and conditions. Through this we have learned the affordability of these projects will be much more difficult to obtain. To that end, we encouraged additional value engineering for this parking lot reconstruction project. Ultimately, three options are being brought forward in the report that will be presented by Bolton and Menk.

Discussion Points

- Review Concept Plans
- Consider Planning/Zoning & Legal Issues
- Establish consensus on plans and next steps forward
 - o CIP/Financing Concurrence
 - o Design Development

Planning & Zoning/Legal Issues

Minnesota Historical Society

It is not clear if the parking lot plan would need to be reviewed for compliance. In the past, the City has applied for funding for this purpose, and MNHS has refused participation because it is not the building itself.

Property Lines

It is not uncommon for property lines in downtown districts to have atypical property lines. This is especially true when it is adjacent to railroad property, who has sold or turned back excessive right of way over time. Depending on the scope of the project selected by council, title work, property acquisition or easements may be needed from the rail road and/or Munson Lakes Nutrition.



TIMELINE

The timeline below is intended to give a rough idea to milestones and timeline we will need to follow for project consideration in conjunction with MNDOT.

11/24 – PD/TH 12 Final Design Coordination WE ARE HERE

- 12/25 – Approve Final Concept Plan for HCH Parking Lot
- 1/24 – Bid Let for MNDOT Project
- 2/25 – Bid Let for HCH Parking Lot
- 05/25 – Construction Start: Parking Lot/TH 12(??)
- 06/25 – Coordination of Construction – Parking lot/TH 12 R/W Line
- 09/25 - Substantial Completion Parking Lot
- 12/25 – Final Completion Parking Lot

**Timeline Notes

Depending greatly on the concept plan selected by the council for the historic city hall parking lot reconstruction, a considerable amount of time/money may be needed to clear up any lot line, property, ownership, platting issues that may arise on the site. Depending on the direction of council, this timeline will be modified to include provisions for permitting, financing etc.

DECISION MAKING METRICS:

FINANCIAL:

- MNDOT Highway 12 | Current Cost Share Estimate: \$820,000
 - Historic City Hall Parking Lot Reconstruction Estimate: \$750,000 - \$1.5Million+
-

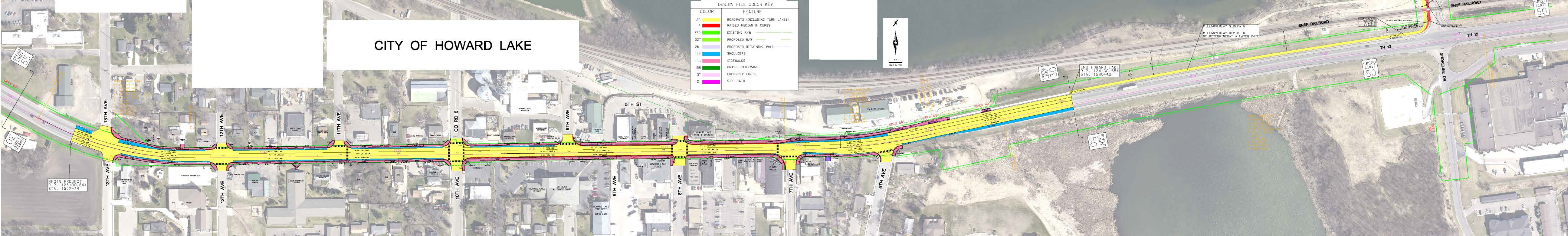
COUNCIL ACTION REQUESTED: Approve Resolution for MNDOT Cost Share

ATTACHMENTS:

1. MNDOT Project Scope US12
2. HL Street Light Plan
3. Ornamental Light Specs/Images
4. Historic City Hall Parking Lot Concept Plans
5. Project Staging Plan

CITY OF HOWARD LAKE

DESIGN FILE COLOR KEY	
COLOR	FEATURE
20	ROADWAYS (INCLUDING TURN LANES)
4	RAISED MEDIAN & CURBS
245	EXISTING R/W
227	PROPOSED R/W
25	PROPOSED RETAINING WALL
127	SHOULDERS
66	SIDEWALKS
156	GRASS ROLL FORWARD
37	PROPERTY LINES
2	SIDE PATH



BEGIN PROJECT
R.P. 123+00.844
STA. 1557+74

END HOWARD LAKE
R.P. 124+00.554
STA. 1590+40

MILL & OVERLAY SIDE PATH
MILL & OVERLAY DEPTH TO
BE DETERMINED AT A LATER DATE

SPEED
LIMIT
50

SPEED
LIMIT
50



NUMBER OF ARMS: 1A-

Number of Arms: One Arm (1A)

ARM ROADWAY FIXTURE: 1910LEDRLM

The Park Ridge is a decorative downlight fixture which consists of a decorative cast aluminum fitter, and a clear textured teardrop acorn available in polycarbonate or acrylic. The acorn shall be attached to a spun aluminum neck with rivet nuts and attached to the fitter with stainless steel Allen head screws. The acorn is adequately assembled with gaskets to help prevent insect penetration. The Luminaire shall be UL listed in US and Canada.

Shade Style: 1910LED With 18" Shade (18)

LIGHT SOURCE: -1L35T3-A

Array: 1L
 Color Temp: 17W(MD_03),36W(MD_06),54W(MD_09),70W(MD_12),93W(MD_16)
 Distribution: (1L)
 Lens: 3500K (35)
 Type 3 (T3)
 Acrylic Clear Teardrop (A)

ROADWAY OPTIONS: -PEC-EZ

Control: Electronic Photocell - 120-277V (PEC)
 Hangstraight: EZ Vertical (EZ)

ARM: OFPT/CC3693

POLE: /7620ARTF/12FF/

The 7601SS Oxford decorative base cover is designed with sixteen long curved flutes which gracefully slope to a decorative scalloped ring and is made of heavy wall, 356 alloy cast aluminum.

Model: 7601 Oxford (/76)
 Height: 20 Ft (20)
 Shaft Material: Aluminum (A)
 Shaft Type: Round Tapered Fluted 12 Flat Flutes (RTF/12FF)

ACCESSORY: HDBA

Made from heavy-wall aluminum, double banner arms mount to the side of the pole and measure 36" between post centers. Banners by others.

Model: Double Banner Arm, 24" X 48" (HDBA)

ACCESSORY: FH

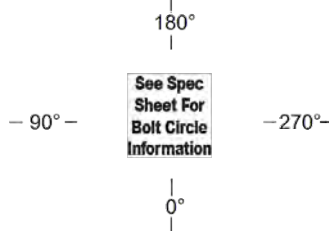
Flag pole holder mounts to the side of the pole and is made from heavy-wall aluminum. Flag by others.

Model: FH

FINISH: BKT

Assembly shall be powder coated to Black Textured finish. Prior to coating, the assembly shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse osmosis water rinsing, and non-chrome sealing to ensure corrosion resistance.

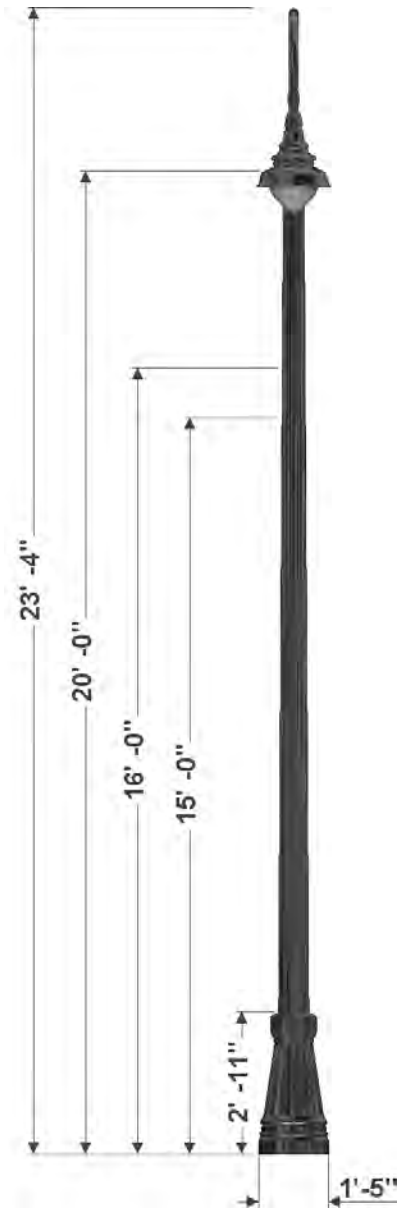
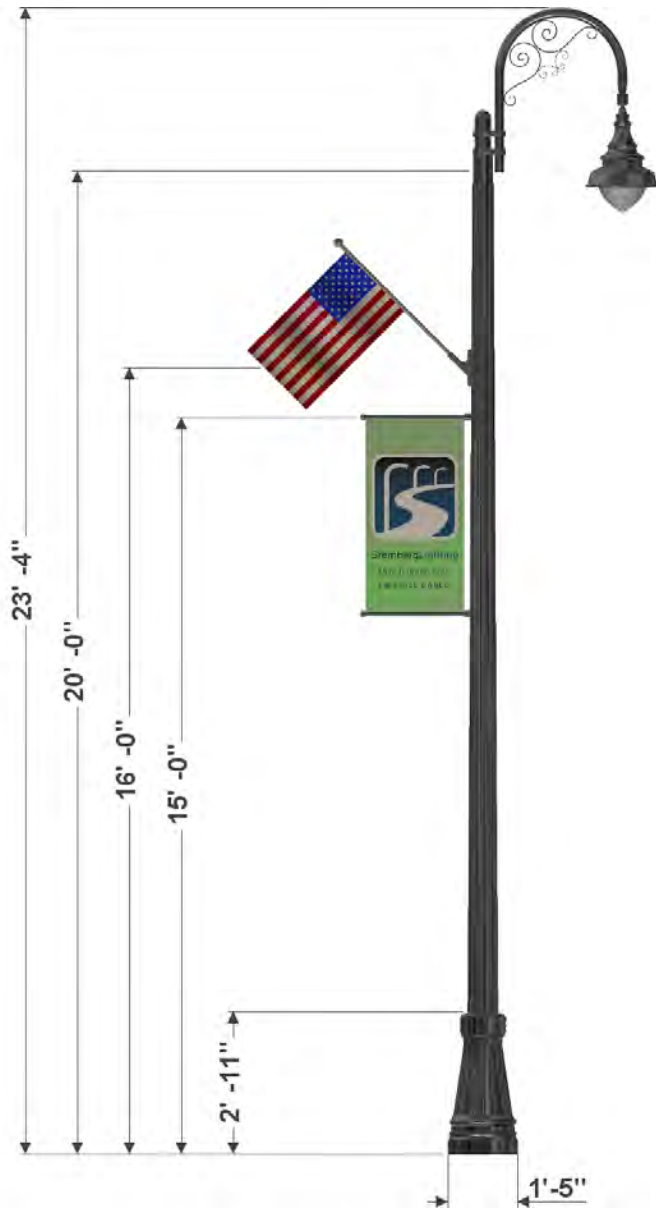
Arms and Accessory	Orientation
OFPT/CC3693	0
Double Banner Arm (DBA)	180
Flag Pole Holder (FH)	180



See Specification Sheet

Access Door Orientation: 180°
 Street Side Orientation: 0°

CONCEPTUAL ASSEMBLY DRAWING, SUBJECT TO ENGINEERING VERIFICATION BY THE FACTORY



Catalog Number: 1A-1910LEDRLM18-1L35T3-A-PEC-EZ / OFPT / CC3693 / 7620ARTF / 12FF / HDBA / FH / BKT

Job Name:

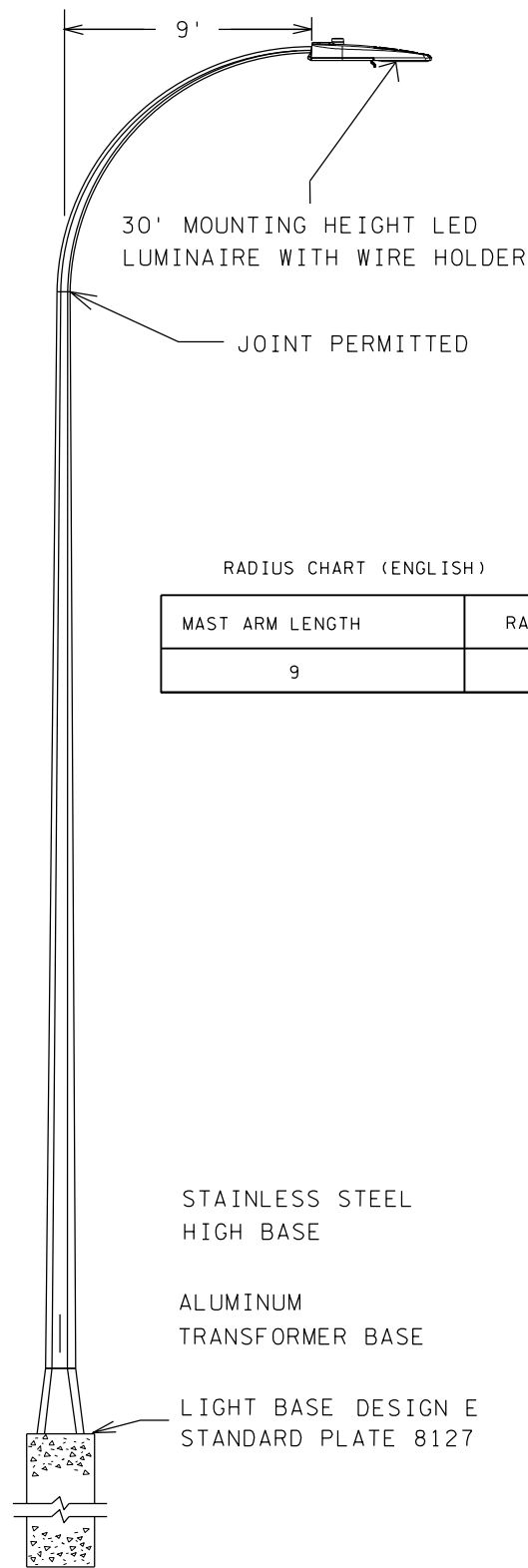
Customer Signature:

Drawing #51042

Job Location:

Date:

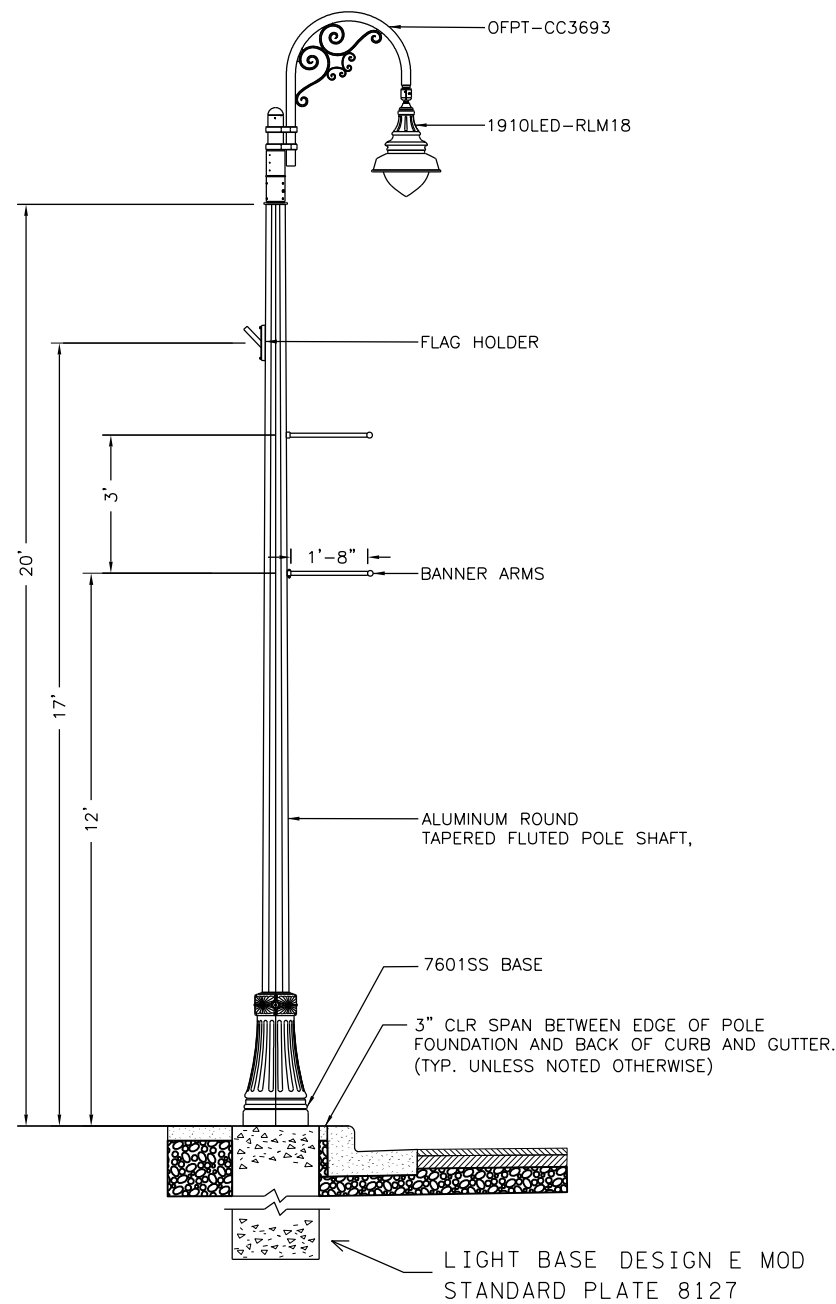
2 of 2



RADIUS CHART (ENGLISH)

MAST ARM LENGTH	RADIUS
9	8

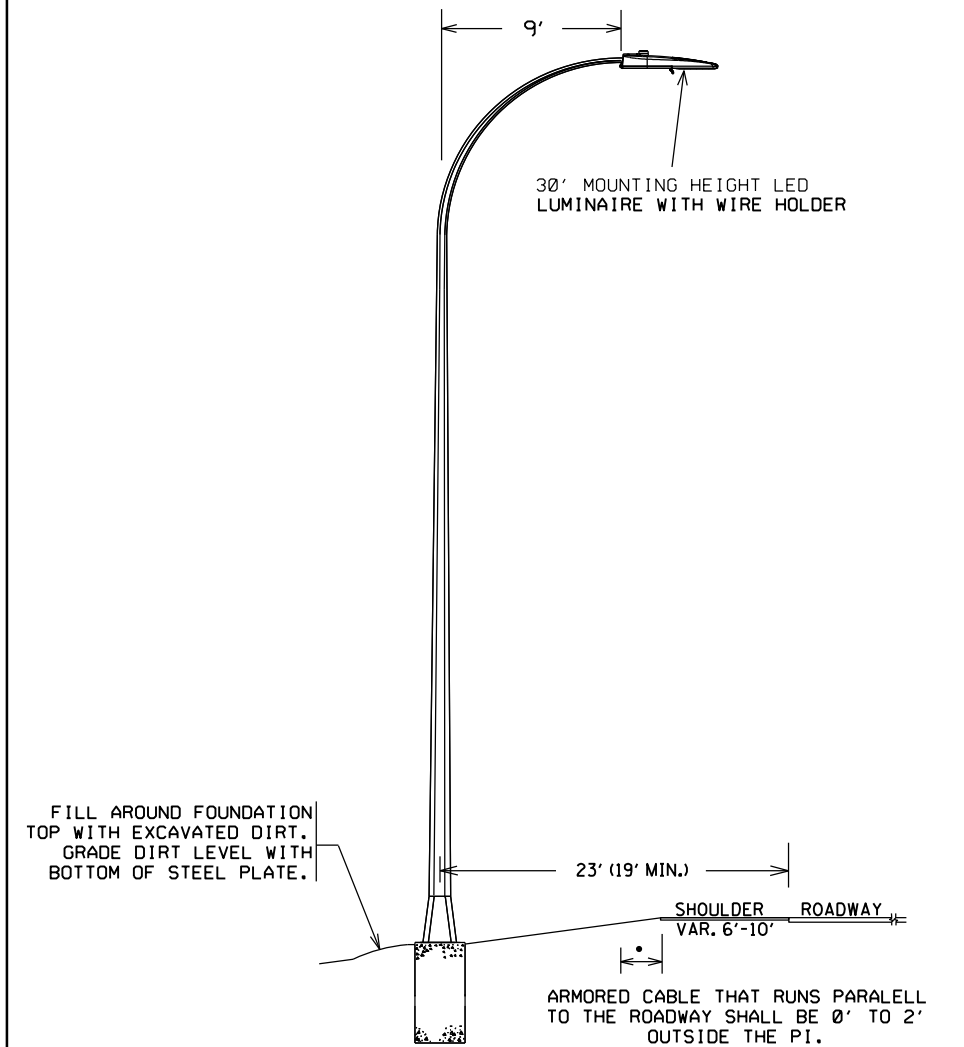
LIGHTING UNIT TYPE 9-30
(NON-BREAKAWAY)



NOTE:
POLE FOUNDATIONS AND SIDEWALKS ARE TO BE POURED CONCURRENTLY.

LIGHTING UNIT TYPE SPECIAL 1

USE THE MAXIMUM DISTANCE WHENEVER POSSIBLE. IF THE MINIMUM DISTANCE CANNOT BE OBTAINED CONTACT THE DISTRICT/DIVISION TRAFFIC ENGINEER LIGHT BASES SHALL BE PLACED IN ACCORDANCE WITH 2545.3F2. DISTANCES SHALL BE MEASURED FROM THE EDGE OF DRIVING LANE OR TURN LANE.

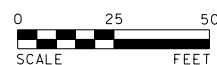


FILL AROUND FOUNDATION TOP WITH EXCAVATED DIRT. GRADE DIRT LEVEL WITH BOTTOM OF STEEL PLATE.

NOTE:
PLACEMENT ADJACENT TO THE ROADWAY WILL VARY DUE TO PRESENCE OF CURB AND GUTTER ON PROJECT. PLACE A MINIMUM OF 5' BEHIND CURB AND GUTTER.

LIGHTING UNIT TYPE 9-30
(MONTROSE LUMINAIRE B1 PLACEMENT)

LUMINAIRE DETAILS



12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
Phone: (952) 890-0509
Email: Burnsville@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ENGINEER SIGNATURE 1

ENGINEER
LIC. NO. XXXXX DATE XX-XX-XX

DESIGNED NJS
DRAWN NJS
CHECKED CTB

SP 8601-62 (TH 12)/SAP 086-612-025
TH 12 SURFACING AND LIGHTING IMPROVEMENTS
HOWARD LAKE - LIGHTING PLAN

SHEET
XXXX
OF
XXXX



Real People. Real Solutions.

111 Washington Avenue S
Suite 650
Minneapolis, MN 55401

Ph: (612) 416-0220
Fax: (612) 416-0222
Bolton-Menk.com

9 April 2024

Attn: Nick Haggenmiller, City Administrator
City of Howard Lake
625 8th Ave., P.O. Box 736
Howard Lake, MN 55349

RE: Historic City Hall Schematic Design Recommendations
City of Howard Lake
Project No.: 0W1.129763

Dear Mr. Haggenmiller,

We are pleased to submit the following recommendations to guide enhancement efforts associated with parking and circulation at the Historic City Hall Campus site. As part of this packet, you will find three improvement strategies; each building in scale from the next, and each developed with consideration of planned MnDOT construction along County State Aid Highway 12. Planning level estimates of likely construction costs accompany each improvement strategy to assist the city with ongoing project development, refining scope, identifying funding mechanisms, and reviewing phased implementation.

As an Appendix to this Historic City Hall Schematic Design Recommendations Package, we have attached the original materials for the Historic City Hall Campus. This includes plans, text, and planning level costs for original Campus parking improvements and enhancements as well as recommended improvements to Lions Park showing enhancement opportunities along the edge of the parking lot and County Road 7 SW and developing a more defined trailhead with adjacent amenities.

Sincerely,

Bolton & Menk, Inc.

JOSHUA SHIELDS
Joshua Shields, PLA
Principal Landscape Architect

CC: Josh Halvorson
Colin Thomasgard

Name: Historic City Hall Schematic Design Recommendations

Date: 8 April 2024

Page: 2

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Project Overview

Bolton & Menk prepared three (3) concepts focused on parking expansion at Howard Lake's Historic City Hall Campus. These concepts refined a recommendation previously developed as part of a packet shared with City Council in September 2023 (included in Appendix II of this packet). Concept plan recommendations for each of the three concepts, along with planning level estimates of likely cost are included in Appendix I of this report.

Desired Historic City Hall Campus Improvements

- Coordination with MnDOT project efforts
- Maximize parking opportunities around facility (public and vendor needs)
- Expand parking lot east of the building
- Maintain access and overland flow from basement/rear access
- Integrate overlook as part of parking lot expansion
- Retain space for facility dumpsters and consider operational needs
- Identify location for monument sign and landscaping east of building parking lot
- Enhance pedestrian/motorist approach experience from east on CSAH 12
- (Optional) Integrate decorative columns and ornamental fencing matching recently installed elements at the American Legion adjacent this facility
- (Optional) Provide pedestrian/vehicular connection to park & ride

Historic City Hall Campus Recommendations Concepts

The parking lot expansion adjacent to the Historic City Hall will provide additional capacity for civic functions and for patrons of businesses along CSAH 12. The recommendations developed through this study consider proposed improvements included as part of the upcoming MnDOT construction project. Concept plans for each of the three (3) improvement recommendation considerations are included in Appendix I of this report. Planning level estimates of probable cost for each concept are included below.

Design Expertise Recommended

Many of the recommendations for site improvements around Historic City Hall will require assistance beyond city staff. Discussions with regulatory agencies like MnDOT and Wright County should continue. Additional guidance may be required from civil and structural engineers, landscape architects, water resource engineers, landscape installers and sign fabricators.

Project Scope and Cost Opinion

The following cost opinion is for schematic design based on 2024 bid pricing. Volunteer labor, donated, or at-cost materials may be leveraged to reduce overall projects costs. Recommendation costs have been split out to provide the city with more flexibility in reviewing potential phasing opportunities.

Concept A Overview

This concept is the most cost-effective set of campus improvement recommendations to accomplish the desired goals from the previous page. It maximizes parking while reducing retaining wall and structural needs and shows a reduced overall construction footprint. It also streamlines ornamental fencing and removes brick columns and custom decals along with reductions to sidewalk and electrical in line with making the monument sign an add alternate.

Historic City Hall Campus Improvements – Concept A

Planning Level Opinion of Probable Construction Costs

Item Description	Cost
Mobilization	\$ 52,000.00
Removals and Salvaged Materials	\$ 10,000.00
Parking Lot Improvements	\$ 190,000.00
Parking Lot Modular Block Retaining Wall (7'6" average height assumed)	\$ 264,000.00
Kiosk, Decorative Fencing	\$ 34,000.00
Electrical (GFCI outlets with Fencing, Conduit for future monument sign)	\$ 6,500.00
Landscaping	\$ 15,000.00
	Subtotal: \$ 571,500.00
	20% Engineering & Design: \$ 111,000.00
	10% Contingency: \$ 57,000.00
	Total: \$ 739,500.00
Add Alternate: (Monument Sign (with back to back LED panels)	\$ 120,000.00
	Subtotal: \$ 895,500.00

* Anticipated costs do not include potential land acquisition needs.

Price Per Parking Stall

Parking Stall Count	53
Price Per Parking Stall	\$ 14,000.00
Price Per Parking Stall	\$ 16,200.00



20 parking spots,
(1 A.D.A.)

Property owned
by City of
Howard Lake

33 parking spots,
(2 A.D.A.)

Ornamental fence

Retaining wall

Sidewalk

Add Alternate:
Facility monument sign

Planted hillside

MnDOT R.O.W



DATE: 04/09/2024
PROJECT: HISTORIC CITY HALL PARKING LOT
DRAWN BY: [Name]
CHECKED BY: [Name]



5445 WINDSOR 13 EAST
WILKINSON, MINNESOTA 55380
PHONE: (763) 231-8558
EMAIL: info@boltonmenk.com
WWW.BOLTONMENK.COM

NO.	DATE	DESCRIPTION

CITY OF HOWARD LAKE, MINNESOTA
HISTORIC CITY HALL PARKING LOT
CONCEPT A

L1.01

Concept B Overview

This concept looks to expand the parking lot east of the facility from head-in to angled and increase versatility of parking lot navigation relative to the desired goals from the previous page. Concept B increases the width of the lot (N/S) for additional drive lane space and augments improvements to the far east to establish a more streamlined motorist approach with a larger landscaped space fronting the facility monument sign in advance of the parking lot.

Historic City Hall Campus Improvements – Concept B

Planning Level Opinion of Probable Construction Costs

Item Description	Cost
Mobilization	\$ 82,000.00
Removals and Salvaged Materials	\$ 10,000.00
Parking Lot Improvements	\$ 191,000.00
Parking Lot Modular Block Retaining Wall (7'6" average height assumed)	\$ 299,000.00
Kiosk, Columns and Decorative Fence with Decal Panels	\$ 158,000.00
Monument Sign (with back to back LED panels)	\$ 120,000.00
Electrical (to Monument Sign, Lighting, GFCI outlets with Fencing)	\$ 23,000.00
Landscaping	\$ 16,000.00
Subtotal:	\$ 899,000.00
20% Engineering & Design:	\$ 179,800.00
10% Contingency:	\$ 89,900.00
Total:	\$ 1,168,700.00

** Anticipated costs do not include potential land acquisition needs.*

Price Per Parking Stall

Parking Stall Count	46
Price Per Parking Stall	\$ 25,400.00



BOLTON & MENK
 2000 W. WISCONSIN ST. #100
 MILWAUKEE, WI 53227
 TEL: 414.224.1100
 WWW.BOLTONANDMENK.COM

NO.	DATE	DESCRIPTION

CITY OF HOWARD LAKE, MINNESOTA
 PREPARED BY: [Name]
 DATE: [Date]
 PROJECT: [Project Name]

Option B
 11.02

Concept C Overview

This concept maximizes circulation within the Historic City Hall Campus by integrating an overflow drive to the park and ride west of the facility. Concept C integrates elements of the prior concepts while providing more opportunities to enhance areas north of the building.

Historic City Hall Campus Improvements – Concept C

Planning Level Opinion of Probable Construction Costs

Item Description	Cost
Mobilization	\$ 102,000.00
Removals and Salvaged Materials	\$ 10,000.00
Parking Lot Improvements*	\$ 269,000.00
Parking Lot Modular Block Retaining Wall (7'6" average height assumed)	\$ 422,000.00
Kiosk, Columns and Decorative Fence with Decal Panels	\$ 163,000.00
Monument Sign (with back to back LED panels)	\$ 120,000.00
Electrical (to Monument Sign, Lighting, GFCI outlets with Fencing)	\$ 23,000.00
Landscaping	\$ 16,000.00
	Subtotal: \$1,125,000.00
	20% Engineering & Design: \$ 225,000.00
	10% Contingency: \$ 112,500.00
	Total: \$1,462,500.00

* Anticipated costs do not include potential land acquisition needs.

Price Per Parking Stall

Parking Stall Count	50
Price Per Parking Stall	\$ 29,300.00

Memo

To: Terri Odegaard
Project Manager

From: Malaki Ruranika
Cooperative Agreements Engineer

Date: October 29, 2024

Subject: Proposed Cooperative Construction Agreement 1057538
City of Howard Lake
SP 8601-62 (TH 12=010)
Federal Project NHPP 0012(324)
City Payment for TH 12 Construction

Transmitted herewith is a proposed agreement with the City of Howard Lake. This agreement provides for payment of the City's share of the costs of pedestrian crosswalk flasher system, lighting, sidewalk widening, and utility adjustment construction to be performed on TH 12.

Present this agreement to the City Council for their approval and signatures of the Council-authorized officers. Also required is a resolution passed by the Council authorizing the City to enter into the agreement and naming the officers authorized to sign the agreement on its behalf. A suggested form of such resolution is included with this transmittal.

Electronic signatures are encouraged. When using electronic signatures, the signatories must not lock the document and all parties must sign the same document. The Council's resolution must be attached to the end of the pdf prior to any electronic signatures. Please remove the sample resolution if the City is providing their own resolution.

Send the executed agreement and resolution to carrie.jones@state.mn.us as soon as possible after the City has signed. A copy will be returned to the City when fully executed and after the project has been awarded.

Please copy me and carrie.jones@state.mn.us on your email transmitting the agreement to the City for approval.

cc: File

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF HOWARD LAKE
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number:	<u>8601-62</u>	Estimated Amount Receivable
Trunk Highway Number:	<u>12=010</u>	<u>\$816,192.61</u>
Federal Project Number:	<u>NHPP 0012(324)</u>	
Lighting System Feed Points:	<u>A</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Howard Lake, acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous mill and overlay, ADA improvements, lighting, and signal system construction and other associated construction upon, along, and adjacent to Trunk Highway (TH) 12 from 13th Avenue in the City of Howard Lake to 0.1 miles east of Zephyr Avenue in the City of Montrose, according to State-prepared plans, specifications, and special provisions designated by the State as State Project (SP) 8601-62 (TH 12=010) ("Project"); and
2. The City has requested the State include in its Project pedestrian crosswalk flasher system, lighting, sidewalk widening, and utility adjustment construction, and the City will participate in the costs of the said construction and associated construction engineering; and
3. Agreement 1057039 between the State and BNSF Railway will address railroad flagging; Agreement 1057540 between the State and the City of Waverly will address City of Waverly project cost and maintenance responsibilities; and Agreement 1057600 between the State, the City of Montrose, and Wright County will address City of Montrose and Wright County cost and maintenance responsibilities; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Pedestrian Crosswalk Flasher Systems Power, Ownership, Operation, Maintenance, and Compliance; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.

- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated by the State as State Project 8601-62 (TH 12=010) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** The Preliminary Schedule "I" is on file in the office of the City Administrator and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
 - A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
 - B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. **Utility Adjustments.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. Storm Sewers.** Routine maintenance of any storm sewer facilities construction within the City limits. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.2. Municipal Utilities.** Maintenance of any municipal-owned utilities construction within the City limits, without cost or expense to the State.
- 3.3. Sidewalks.** Maintenance of any sidewalk construction within the City limits, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, TH 12 and cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition. If the State determines the crosswalk markings or other said maintenance activities are not being performed according to City and State standards, the State will perform any maintenance deemed necessary and will bill the City.
- 3.4. Shared Use Path.** The City will provide routine and minor maintenance of the shared use path on TH 12 Right-of-Way within the City limits. Routine and minor maintenance may include, but are not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the shared use path in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the Americans with Disabilities Act ("ADA"). If the City fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the City with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the City Engineer will meet to discuss the City performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the City will reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the City agree that full pavement replacement is outside of routine and minor maintenance, and the State and the City will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.
- A. Right-of-Way Access.** The State authorizes the City to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement. The City must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the City is occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- B. Environmental.** The City shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the City shall immediately notify the State's Authorized

Representative in writing and shall provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the City.

- 3.5. Lighting.** Ownership and maintenance of Lighting System A on TH 12 from east of 7th Avenue to 13th Avenue. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.
- 3.6. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Pedestrian Crosswalk Flasher Systems Power, Ownership, Operation, Maintenance, and Compliance

Power, ownership, operation, maintenance, and compliance responsibilities will be as follows for the Pedestrian Crosswalk Flasher Systems on TH 12 at 8th Avenue and at 11th Avenue:

- 4.1. Power.** Each flasher system is solar powered and will have no upfront hookup or ongoing power costs. If the system is replaced in the future, any upfront and/or ongoing costs associated with providing power to the system are the responsibility of the City. The City will own and be responsible for the solar panel to operate the flasher system. The City will also own and be responsible for the battery backup system, which includes purchase, installation, and disposal of replacement batteries.
- 4.2. Ownership, Operation, and Maintenance.** Upon completion of this project, the City will own the Pedestrian Crosswalk Flasher Systems. The City will operate and maintain each Pedestrian Crosswalk Flasher System, perform all Gopher State One Call locating, and be responsible for future system replacement, all at the City's cost and expense. The maintenance includes, but is not limited to, snow, ice, and debris removal at the pedestrian landings and ramps, associated signing, crosswalk pavement markings, solar panel cleaning/replacement, battery replacement, and lighting without cost or expense to the State. The City will perform all system maintenance in a timely manner.
- 4.3. Compliance.** The City will also be responsible for replacement or upgrades to meet compliance with current and future ADA requirements without cost or expense to the State. If the City fails to comply with the maintenance terms or ADA requirements, or if a safety issue develops, the State may require the City to remove the Pedestrian Crosswalk Flasher System or the State may remove it at the City's cost.
- 4.4. Right-of-Way Access.** The City will submit to the State form "Application for Miscellaneous Work on Trunk Highway Right-of-Way" (Form 1723) in order to perform TH 12 pedestrian crosswalk marking maintenance as described in Article 4.2.

5. Basis of City Cost

- 5.1. *Schedule "I"*.** The Preliminary Schedule "I" includes anticipated City participation construction items and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- 5.2. *City Participation Construction*.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory, and traffic control.
- A.** 100 Percent will be the City's rate of cost participation in the pedestrian crosswalk flasher system, lighting, and utility adjustment construction as shown on Sheet 2 of the Preliminary Schedule "I".
 - B.** 100 Percent will be the City's rate of cost participation in all of the sidewalk widening construction as shown on Sheet 3 of the Preliminary Schedule "I". The City's lump sum cost for sidewalk widening construction will be based on estimated quantities and construction contract unit prices.
- 5.3. *Construction Engineering Costs*.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 5.4. *Plan Changes, Additional Construction, Etc.*** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 5.5. *Liquidated Damages*.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. City Cost and Payment by the City

- 6.1. *City Cost*.** \$816,192.61 is the City's estimated share of the costs of the contract construction and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 6.2. *Conditions of Payment*.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
 - B.** The City's receipt of a written request from the State for the advancement of funds.
- 6.3. *Acceptance of the City's Cost and Completed Construction*.** The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

6.4. Final Payment by the City. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 Email: malaki.ruranika@state.mn.us

7.2. The City's Authorized Representative will be:

Name, Title: Nick Haggemiller, City Administrator (or successor)
 Address: 625 8th Avenue, Howard Lake, MN 55349
 Telephone: (320) 543-3670 ext. 2
 Email: cityadmin@howard-lake.mn.us

8. Assignment; Amendments; Waiver; Contract Complete

8.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.

8.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

8.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

8.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims

9.1. Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota

Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

- 9.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

14.2. **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. **Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

CITY OF HOWARD LAKE

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement 1057538

City of Howard Lake

SP 8601-62 (TH 12=010)

Preliminary: November 5, 2024

Federal Project NHPP 0012(324)

Grading, bituminous mill and overlay, ADA improvements, lighting, and signal system construction located on TH 12 from 13th Avenue to 0.1 miles east of Zephyr Avenue to start approximately May 1, 2025 under State Contract ___ with ___

CITY COST PARTICIPATION	
SP 8601-62 Work Items From Sheet 2	487,881.90
(1) SP 8601-62 Sidewalk Widening Work Items From Sheet 3	267,852.00
Subtotal	755,733.90
Construction Engineering (8%)	60,458.71
(2) Total City Cost	\$816,192.61

(1) Lump sum on bid amount as described in Article 5.2.B of the Agreement

(2) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)

CITY OF HOWARD LAKE

RESOLUTION

IT IS RESOLVED that the City of Howard Lake enter into MnDOT Agreement 1057538 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the pedestrian crosswalk flasher system, lighting, sidewalk widening, and utility adjustment construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway 12 within the corporate City limits under State Project 8601-62.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Howard Lake at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2024

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)